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## “Win 1 of 15 Ooni Fyra 12 Pizza Oven Bundle with Steel Blue” promotion

### Participating branches – JA Russell Ltd and Radcliffe Electrical Ltd

#### Terms and Conditions

1. The promoters is Footwear Industries Pty Ltd (NZBN 9429032342970) trading as Steel Blue, care of Crowe Horwath NZ Ltd, 1 Coquet Street, Oamaru, 9400, telephone 0800 777 460
2. Information on how to enter the ‘WIN 1 OF 15 OONI FYRA 12 PIZZA OVEN BUNDLE WITH STEEL BLUE’ Promotion (“Promotion”) and the prizes form part of these terms and conditions (“Terms and Conditions”). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to New Zealand residents aged 16 years or over.
4. Entrants between the ages of 16 and up to, but not including 18 years old, must have parental/guardian approval to enter the Promotion and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
5. Employees (and their immediate families) of the Promoters and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. Promotion will commence at 12:01am NZT on 01/10/2023 and end at 11:59pm NZT on 30/11/2023 (“**Promotional Period**”). Any entries received after the Promotional Period will not be considered.
7. There will be fifteen (15) prize winners.
8. To enter, individuals must complete the following steps during the Promotional Period:
  1. purchase any pair of Steel Blue boots from a participating store (in-store or online);
  2. complete the entry form (“**Entry Form**”) to which these Terms and Conditions are annexed, in store or online at [www.jarussell.co.nz/steelblue](http://www.jarussell.co.nz/steelblue), ensuring all details are complete.
9. This is a **game of chance**. Skill plays no part in determining the winner.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter’s sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. Incomplete, offensive or indecipherable entries will be deemed invalid.
12. Entry is subject to the conditions detailed in section 8 of these Terms and Conditions (“**Entry**”).
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant including but not limited to requesting proof of identity, age and residency.
14. The winner (from each participating store) as determined by the Judges based on the Content Criteria will win the Prize. The respective winners will be drawn on 01/12/23 by the participating store.



15. The Winners will be notified by telephone and email in accordance with the contact details provided in the Entry Form as soon as reasonably practicable, and in any event, within 7 days of the determination of the Winner (by 07/12/2023), by participating store.
16. The Winners' details (last name, first initial and postcode) will be published within 30 days of the draw on the promotional pages of the Steel Blue.
17. The Winners will win 1 of 15 Onni Fyra 12 Pizza Oven Bundles.
18. Total Prize Value estimated at \$749, based upon the recommended retail prices.
19. In the event that:
  - (a) the first drawn Entry Form is deemed invalid (in accordance with section 11); or
  - (b) an unclaimed Prize becomes forfeited (in accordance with section 21),a re-draw will be conducted at the same venue and in the same manner as specified in section 15, whereby the next Entry Form to be drawn will be deemed the Winner.
20. The Promoter's decision is final and no correspondence will be entered into. The final interpretation of any of the terms and conditions mentioned in these Terms and Conditions will rest with the Promoter.
21. The successful entrants have two (2) months from the date of the Prize draw to collect the Prize from the respective participating store. Claiming the drawn Prize is the entire responsibility of the Winner and not the Promoter. If for any reason a Winner does not collect the Prize by the time stipulated by the Promoter, then the Prize will be forfeited and re-drawn as specified in section 19.
22. Prizes are not transferable or exchangeable and cannot be taken as cash.
23. Prize cannot be exchanged for a cash refund.
24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Winner (including photograph, film and/or recording of the same) in any media (including, to avoid doubt, the respective social media outlets of the Promoters) for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
26. Any cost associated with accessing the Promoter's promotional website is the entrant's responsibility and is dependent on the internet service provider used.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 ("**Non-Excludable Guarantees**"). This excludes the Prize itself, which is provided by a third party; the Promoter makes no warranties or representations about the condition, merchantability and durability of the Prize.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of, or in connection with any:



- (a) technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- (b) theft, unauthorised access or third party interference;
- (c) entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- (d) variation in Prize value to that stated in these Terms and Conditions;
- (e) tax liability incurred by a Winner or entrant; or
- (f) use of the Prize (in whole or part) or adherence by the Winner (and/or their guest) to the terms and conditions of any third party service providers through their provision of the Prize.

29. Subject to New Zealand privacy law, the Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to New Zealander regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
30. Entrants consent to any information provided in the Entry Form being collected and used for any and all ongoing marketing initiatives the Promoter deems appropriate across all the Promoter's marketing activities.
31. The Promoter's privacy policy is available at <https://steelblue.com/nz/en/privacy-policy/>.
32. The Promotion shall be governed in accordance with the laws of New Zealand.
33. Any queries entrants may have in respect of these Terms and Conditions may be directed to the Promoter's Chief Marketing Officer via email: [marketing@steelblue.com](mailto:marketing@steelblue.com) or telephone 0800 777 460.